

**UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF PENNSYLVANIA**

IN RE:	CYNTHIA R. CONNOLLY	: Case No. 19-16174jkf
	Debtor	: Chapter 13
	Edward Trusello	:
	v.	:
	Cynthia Connolly	:
	Debtor	:
	and	:
	Scott Waterman, Esquire	:
	Chapter 13 Trustee	: Section 362

**MOTION OF EDWARD TRUSELLO FOR RELIEF FROM
THE AUTOMATIC STAY UNDER SECTION 362(d)**

Edward Trusello, (the “Movant”), by his attorney, David Hamilton Lang, Esquire, moves this Honorable Court for relief from the automatic stay and in support thereof states as follows:

1. The Debtors filed a Chapter 13 Petition on September 30, 2019.
2. Additional Respondent, Scott Waterman, Esquire was appointed as the Chapter 13 Trustee.
3. The Movant is the owner of a certain real property located at 10 West Winona Avenue, Norwood, PA (the “Leased Premises”).
4. On June 27, 2018, the Movant and the Debtor entered into a lease agreement, wherein the Debtor was to lease the Leased Premises from the Movant . A copy of the Real Estate Lease is attached and marked as Exhibit “A”.
5. On the same date, the Debtor and the Movant entered into a Business Sale Agreement for the sale of the assets of a business known as Norwood Pizzeria,

which was located in the Leased Premises. A copy of the Business Sale Agreement is attached and marked as Exhibit “B”.

6. On the same date, the Debtor and the Movant executed a Loan Agreement in the sum of Eighty Thousand Dollars (\$80,000.00) to finance the sale of the business. A copy of the Loan Agreement is attached and marked as Exhibit “C”.
7. The Debtor has failed to make the payments in accordance with the Loan Agreement and the Real Estate Lease as required by those documents and is therefore in default of both the Lease Agreement and the Business Loan Agreement.
8. The Debtor has vacated the Leased Premises and has advised the Movant that she has no intention of making any further payments in accordance with those documents and further has no intentions of returning to the Leased Premises.
9. The Movant is seeking an Order lifting the automatic stay to allow him to:
 - a. Proceed with state court action for possession of the Leased Premises. As an unsecured creditor, the Movant is not seeking relief to proceed in state court to collect unpaid lease payments or business sale payments.
 - b. Enter the Leased Premises to secure the fixtures and business equipment.
 - c. Take possession of the fixtures and business equipment.
10. The Debtor does not need the Leased Premises or the business equipment to successfully reorganize.
11. The Movant is not adequately protected and requests relief from the automatic stay

WHEREFORE, the Movant respectfully requests that the Court enter an Order granting

relief as requested and such other relief as may be deemed appropriate.

Respectfully submitted:

/s/ David Lang
David Hamilton Lang, Esquire
Attorney for the Movant